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Attorney for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

SELINA KEENE, MELODY FOUNTILA, MARK) Case No.: 4:22-cv-01587-JSW
MCCLURE,)
Plaintiffs,) **PLAINTIFFS' REQUEST FOR**
) **JUDICIAL NOTICE**
v.)
)
CITY AND COUNTY OF SAN FRANCISCO;)
DOES 1-100,)
Defendants.)

1 Attached as Exhibit 1 is a true and correct copy of a consent judgment entered in *Opuku-*
2 *Boateng v. California*, Case No. S-87-755 MLS. The exhibit is a true and correct copy of official
3 public records, whose authenticity is capable of accurate and ready determination by resort to
4 sources whose accuracy cannot reasonably be questioned. *See*, Fed. R. Evid. 201(b). *Mitchell v.*
5 *Wells Fargo Bank, N.A.*, No. CV 13-04017-KAW, 2014 U.S. Dist. LEXIS 7803, at *8-9 (N.D.
6 Cal. Jan. 21, 2014).

7 Wherefore, Plaintiffs request that this Court take judicial notice of Exhibit 1.

8 | Respectfully submitted this 5th day of September 2025,

/s/ Russell Davis

Russell Davis

PACIFIC JUSTICE INSTITUTE

Attorney for Plaintiffs

EXHIBIT 1

1 ROBERT H. ZIPRICK
2 Ziprick, Schilt, Heinrich & Cramer
3 707 Brookside Avenue
Redlands, CA 92373
(909) 824-4305

4 LEE BOOTHBY
5 Boothby & Yingst
6 Suite 201, 4545 42nd St., NW
Washington, DC 20016
7 (202) 363-1773

FILED

MAY 1 1999

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY _____
DEPUTY CLERK

LODGED

Attorneys for Plaintiff

MAY 1 10 1999

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY _____
DEPT #12

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

13 KWASI OPUKU-BOATENG, :
14 Plaintiff, : Civil No. S-87-755 MLS
15 v. :
16 STATE OF CALIFORNIA, et al., :
17 Defendants. :
18 _____

19 This action was instituted by plaintiff, Kwasi Opoku-Boateng, pursuant to Title VII of
20 the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* In that action, plaintiff
21 seeks a declaratory judgment that defendants engaged in religious discrimination, a violation of
22 Title VII; a permanent injunction enjoining defendants from further engaging in any such
23 discriminatory practices; reinstatement (with appropriate promotions, back pay and other benefits
24 to which he would have been entitled since November 2, 1982); costs of suit and attorneys' fees.
25

26 Trial was held by this court, sitting without a jury, on April 19 through May 1, 1993,
27 following which the case was taken under submission. Judgment was entered by this court on
28

1 July 25, 1994, in favor of defendants.

2 Thereafter, plaintiff filed an appeal to the Ninth Circuit Court of Appeals, and on
3 September 19, 1996, the court of appeals reversed the judgment of the district court and
4 remanded the case. Thereafter, a timely petition for rehearing with suggestions for rehearing
5 en banc was filed by defendants which was subsequently denied. Thereafter, a petition for writ
6 of certiorari was filed with the United States Supreme Court by the defendants. On May 19,
7 1997, the Court denied defendants' petition.

8 Thereafter, this court held a status conference, and a procedure was established including
9 a process by which the parties were to attempt to arrive at a final resolution. As a result of
10 extended negotiations between counsel for the parties, a stipulation was finally entered into on
11 March 9, 1999, which stipulation provided for a settlement of all claims and the entry of a
12 judgment against defendant State of California consistent with a stipulation which has been filed
13 with this court.

14 This court has reviewed the terms and provisions of the Settlement Agreement and has
15 found them to be fair, reasonable, appropriate, and in accordance with the law, THEREFORE:

16 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that as a separate and
17 distinct provision of this Judgment, defendant shall pay to the plaintiff the sum of \$385,000 as
18 damages for back pay, and any and all other benefits of employment which plaintiff would have
19 received, had he been employed by defendant as of November 2, 1982. Interest shall accrue
20 at the rate of 7% per annum, commencing the date following the date of entry of this Judgment.
21 The full amount thereof shall be due and payable on or before December 15, 1999.

22 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that defendant will also pay
23 to plaintiff's counsel attorney fees and costs in the amount of \$373,199.76. Interest shall accrue
24 on any unpaid amount at the rate of 7% per annum, commencing the date following the date of
25

1 the entry of this Judgment. The full amount thereof shall be due and payable on or before
2 December 15, 1999.

3 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that plaintiff will pay any
4 and all federal and/or state tax or other governmental obligations required by law and associated
5 with the payment referenced above, as defendant will not withhold any amount for any reason
6 from this sum. Plaintiff will indemnify and hold defendant harmless from any liability, claims,
7 demands, deficiencies, levies, assessments, executions, judgments or recoveries by any
8 governmental entity for any amounts claimed due on account of the Stipulation entered into by
9 the parties or pursuant to claims made under any federal or state laws, whether arising from
10 nonpayment of tax or noncompliance with other governmental obligations associated with this
11 payment or on account of this Judgment and the Stipulation entered into by the paties.
12

13 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that plaintiff will be
14 employed by defendant at the California Department of Food and Agriculture. His employment
15 shall commence within sixty (60) days of the date of the execution of the Settlement Agreement
16 which was effective as of March 9, 1999, but at such time as is mutually agreed upon by the
17 parties. His official date of hire will be the date he first reports to work. His initial assignment
18 shall be at the Yermo Inspection Station where he will be employed as a Plant Quarantine
19 Inspector at the highest rate of pay and economic benefits available for a Plant Quarantine
20 Inspector, Range B. All benefits to which plaintiff is entitled will begin on the first day he is
21 eligible for them, based on the official date of hire. Plaintiff's twelve-month probationary period
22 shall begin on the official date of hire.
23

24 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that for layoff purposes
25 only, plaintiff shall receive full seniority as of November 1, 1982, until the date of entry of this
26 Judgment. Plaintiff will begin accruing additional seniority on his official date of hire.
27
28

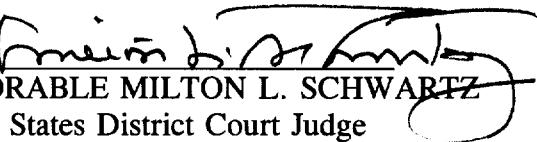
1 **IT IS FURTHER ORDERED, ADJUDGED, and DECREED** that plaintiff's religious
2 practices of Sabbath observance between sunset Friday and sunset Saturday will be
3 accommodated in that regard. Defendant's Department of Food and Agriculture will not
4 schedule plaintiff to work at any time between sunset Friday and sunset Saturday. Nor will he
5 be unlawfully penalized or unlawfully discriminated against as to transfer, salary, benefits, or
6 any other manner because of his religious practice of Sabbath observance. Plaintiff has
7 acknowledged in the Settlement Agreement that because of the limited number of employees at
8 the small-to-medium-sized Border Inspection Station (including Yermo) that it may not be
9 possible to accommodate plaintiff for promotion to supervisor in the Plant Quarantine class;
10 plaintiff has agreed in the Settlement Agreement not to challenge the Department of Food and
11 Agriculture's decision related to this situation except as provided by law. Plaintiff, however,
12 shall be entitled to any transfers available to employees employed by the Department of Food
13 and Agriculture under civil service regulations. Plaintiff has acknowledged in the Settlement
14 Agreement that any transfer will be dependent upon the staffing at the transfer location and its
15 ability to accommodate plaintiff's religious practices without unfairly impacting other employees.
16

17 **IT IS FURTHER ORDERED, ADJUDGED, and DECREED** that this court shall retain
18 jurisdiction over this case for at least a period of time equivalent to plaintiff's further
19 employment probationary period (12 months) plus 60 days for the purpose of issuing any
20 additional orders and decrees needed to effectuate, clarify, or enforce the provisions of the
21 Settlement Agreement including the payment of all sums provided for therein.

22 **IT IS FURTHER ORDERED, ADJUDGED, and DECREED** that these provisions shall
23 continue to be fully enforceable as a judgment of this court in the event of any breach of the
24 Settlement Agreement and the terms and provisions of this Judgment that the court may enter
25 further orders against defendants consistent with the terms of the Settlement Agreement and this
26
27
28

1 Judgment, including the provisions of paragraphs 8 through 10 as set forth in the Stipulation
2 entered into by counsel for the parties.
3

4 Dated: May 12, 1999


HONORABLE MILTON L. SCHWARTZ
United States District Court Judge

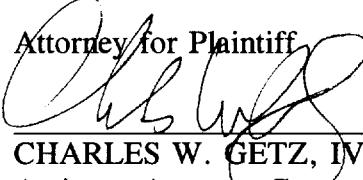
7 Agreed as to form:
8

9 Dated: May 7, 1999


LEE BOOTHBY

Suite 201, 4545 42nd St., NW
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(202) 363-1773

12 Dated: May 3, 1999


CHARLES W. GETZ, IV
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San Francisco, CA 94105
(415) 356-6348

13 Attorney for Defendants
14

United States District Court
for the
Eastern District of California
May 12, 1999

* * CERTIFICATE OF SERVICE * *

2:87-cv-00755

Opuku-Boateng

v.

State of California

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on May 12, 1999, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

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Jack L. Wagner, Clerk
Charles

by: Deputy Clerk